

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO.07-191

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

HARD SURFACING IMPROVEMENTS PROJECT FOR AMERICAN LEGION PARK

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 Noon Wednesday, June 20, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

NOTE: The drawing for this specification is available at the City of Lincoln Purchasing Division, 440 S. 8th St., Suite 200, Lincoln, NE or call 402-441-7410 receive by mail.

Funding for this project includes Community Development Block Grant Funds. See Attachment A for special requirements related to "Personnel and Participant Conditions" as required for the use of federal funding.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

SEALED BID
SPECIFICATION NO. 07-191
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 20, 2007

ADDENDA RECEIPT: The receipt of the addenda to the specification number _____ through _____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln for the listed project agrees to provide the labor, certificate of insurance, materials and equipment in strict accordance with the specifications as prepared by the City for the consideration of the amount set forth in the following price schedule:

Hard Surfacing Improvements Project For American Legion Park

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	Five foot (5') wide by five inch (5") thick Concrete Side Walk	1795 sq ft	\$_____/sq ft	\$_____
2.	Concrete Plaza (5" thickness to include stained concrete Banding Pattern.	875 sq ft	\$_____/sq ft	\$_____

5% BID BOND REQUIRED

Performance/Payment Bond Required before Contract Award.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-191, AS WELL
AS COMPANY NAME AND ADDRESS.**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DAYS TO COMPLETION

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ___ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ___ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- X c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

**HARD SURFACING IMPROVEMENTS PROJECT
FOR AMERICAN LEGION PARK
SPEC. NO. 07-191**

1. GENERAL NOTICE

- 1.1 Sealed Proposals for the construction of the above-mentioned project will be received in the office of the Purchasing Agent of the City of Lincoln, Nebraska 68508, 440 South 8th Street, Suite 200, up to the hour of twelve o'clock (12:00) Noon, Wednesday, June 20, 2007 at which time they will be publicly opened and read at the "K" Street Complex.
- 1.2 Bidders are invited to be present.
- 1.3 Bidders desiring clarification or interpretation of the specification documents shall make a written request to the Purchasing Department via fax, mail or email.
 - 1.3.1 Fax number: 402-441-6513
 - 1.3.2 Email: tkopplin@lincoln.ne.gov
 - 1.3.3 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding to the City, and bidders shall not rely upon such interpretations or changes.

2. BID REQUIREMENTS

- 2.1 All prospective bidders shall refer to Section II of the General Provisions and Requirements entitled " Proposal Requirements and Conditions" prior to preparation of Proposals.
- 2.2 No bid will be considered unless accompanied by a certified check or bidder's bond in the sum of five percent (5%) of the total amount of the bid, made payable to the order of the City Treasurer, as a guarantee of good faith.
 - 2.2.1 Bid bonds must be executed by corporations authorized to contract as security in the State of Nebraska.
 - 2.2.2 Such security will be returned to unsuccessful bidders when an award is made and to the successful bidder upon approval by the City of an executed contract and bond.
- 2.3 The following items are a part of the Contract Documents and should be consulted prior to the submittal of any Proposals.
 - 2.3.1 The CITY OF LINCOLN STANDARD PLANS, SPECIFICATIONS AND SUPPLEMENTALS FOR MUNICIPAL CONSTRUCTION (1999, including General Provisions and Requirements, and Material and Construction Specifications and the 2004 supplemental specifications are on file in the Office of the City Clerk.
 - 2.3.1.1 **Copies may be purchased for \$20.00 each.**
 - 2.3.2 The PROPOSAL FORMS (including the Bidding Schedule) are included herein.
 - 2.3.3 The PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND FORMS are required.
 - 2.3.4 The PURCHASING AGENT APPOINTMENT AND EXEMPT SALES CERTIFICATE FORM will be issued. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchases of water meters).
 - 2.3.5 Any SPECIAL PROVISIONS and/or TRAFFIC CONTROL PROVISIONS are to be followed.
 - 2.3.6 DISADVANTAGED BUSINESS ENTERPRISE LETTING INFORMATION.
 - 2.3.7 FEDERAL AID CONSTRUCTION CONTRACTS.
 - 2.3.8 LINCOLN STANDARD PLANS are included herein by reference.
 - 2.3.9 The PLAN & DETAIL SHEET, Drawing No. 1.

Part III: PERSONNEL & PARTICIPANT CONDITIONS**3.01 Nondiscrimination and Equal Opportunity**

The Subrecipient agrees to comply with the following federal requirements as may be modified by 24 CFR part 570 subpart K:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and implementing regulations at 24 CFR part 1 which provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;
- b. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 5309), which provides that no person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974;
- c. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 ad 3 CFR, 1980 Comp., p.307) and implementing regulations at 24 CFR PART 107, which provides that no person in the United States because of race color, religion (creed), sex, or national origin, shall be denied equal opportunity in housing and related facilities provided with Federal financial assistance;
- d. Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601-3620) and implementing regulations at 24 CFR part 100 *et seq.*, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap, or familial status.
- e. The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) and implementing regulations at 24 CFR part 146, which provides that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;
- f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8, which provides that no otherwise qualified handicapped individual in the United States, shall solely by reason of his/her handicap be excluded from th participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance;

- g. Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107 (3CFR, 1964-1965 Comp., p.339; 3 CFR 1966-1970 Comp., p.684; 3 CFR, 1966-1970 Comp., p.803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p.264)(Equal Employment Opportunity) and implementing regulations at 41 CFR chapter 60, which provide that no persons shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts in excess of \$10,000;
- h. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135, which provide that, to the greatest extent feasible, opportunities for training and employment generated by federally-assisted housing rehabilitation or construction, or public improvement construction projects shall be directed to low and very-low income persons, particularly those that are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very-low income persons. Section 3 applies to projects for which the assistance exceeds \$200,000, and to any contracts or subcontracts in excess of \$100,000 let in performance of that project; and,
- i. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)(ADA) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

3.02 Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-7 and implementing regulations at 29 CFR part 5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this contract.

3.03 Disclosure Requirements

The Subrecipient agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 *et seq.*).

3.04 Drug-Free Workplace

The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), as set forth at 24 CFR part 24, subpart F.

3.05 Prohibited Activities

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities (Hatch Act), sectarian or religious activities, lobbying, political patronage, and nepotism activities.

3.07 Conflict of Interest

The Subrecipient agrees to abide by the provision of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest⁶ and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Subrecipient further covenants that in the performance of this contract no person having such financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement Program.

3.08 Subcontracts

The Subrecipient shall enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. The Subrecipient shall ensure that Minority and Women Owned Businesses have an equal opportunity for any contracts.

Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3.09 Debarment and Suspension

The Subrecipient agrees to comply with the non-procurement debarment and suspension common rule implementing Executive Orders 12549 and 12689 "Debarment and Suspension," at 24 CFR part 24. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance program or activities.

3.10 Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

GENERAL DECISION: NE20030002 NE2

Date: June 13, 2003

General Decision Number: NE20030002

Superseded General Decision No. NE020002

State: Nebraska

Construction Type:

HEAVY

HIGHWAY

County(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE
BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOKER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

SAUNDERS COUNTY (WEST OF HWY. #109 EXTENDED NORTH AND SOUTH TO THE COUNTY LINE)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

ADAMS	FURNAS	NANCE
ANTELOPE	GAGE	NEMAHA
ARTHUR	GARDEN	NUCKOLLS
BANNER	GARFIELD	OTOE
BLAINE	GOSPER	PAWNEE

BOONE	GRANT	PERKINS
BOX BUTTE	GREELEY	PHELPS
BOYD	HALL	PIERCE
BROWN	HAMILTON	PLATTE
BUFFALO	HARLAN	POLK
BURT	HAYES	RED WILLOW
BUTLER	HITCHCOCK	RICHARDSON
CEDAR	HOLT	ROCK
CHASE	HOOVER	SALINE
CHERRY	HOWARD	SAUNDERS
CHEYENNE	JEFFERSON	SCOTTS BLUFF
CLAY	JOHNSON	SEWARD
COLFAX	KEARNEY	SHERIDAN
CUMING	KEITH	SHERMAN
CUSTER	KEYA PAHA	SIOUX
DAKOTA	KIMBALL	STANTON
DAWES	KNOX	THAYER
DAWSON	LANCASTER	THOMAS
DEUEL	LINCOLN	THURSTON
DIXON	LOGAN	VALLEY
DODGE	LOUP	WAYNE
DUNDY	MADISON	WEBSTER
FILLMORE	MCPHERSON	WHEELER
FRANKLIN	MERRICK	YORK
FRONTIER	MORRILL	

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	Rates	Fringes
CARPENTER	13.30	
CEMENT FINISHER	12.50	
ELECTRICIAN	11.90	
FLAGGER	7.60	
FORM SETTER	10.80	
LABORER	8.30	
MANHOLE BUILDER	10.20	
MECHANIC	12.95	
PAINTER	8.35	
PILE DRIVER LEADPERSON	8.35	
POWER EQUIPMENT OPERATORS:		
Asphalt distributor	9.65	
Asphalt paving machine	12.35	
Asphalt paving machine (screed)	10.45	
Asphalt roller, self-propelled	11.20	
Backhoe excavator (track type)	12.55	
Concrete finishing machine or slip form paver	12.80	
Concrete saw operator	11.20	
Concrete cure machine	9.20	
Concrete texture machine	9.20	
Bulldozer or push tractors:		
Less than 115 drawbar h.p.	11.60	
115 drawbar h.p. and over	12.80	
Material stockpiler	10.20	
Motor grader (finisher)	13.15	
Motor grader (rough)	10.90	
Power broom operator	9.15	
Roller or compactor, earthwork, self-propelled	10.05	
Scraper	12.40	
Traveling plant stabilization	11.60	
Water tankers:		
Under 6000 gallons	9.65	
6000 gallons and over	11.20	
All purpose spreader	9.50	

Clamshell, dragline, crane,	
pile driver/shovel	13.60
Dredge pump	9.50
Front end loaders:	
4 cu. yds. or less	11.40
Over 4 cu. yds.	12.10
Hydrohammer	9.60
Loader/backhoe (rubber-tired)	9.85
Power grader machine (trimmer & profiler)	12.80
Skid steer loader	9.50
Tractor (farm type)	9.50
Trenching machine	9.85
Stationary plant (base or stabilization)	11.75
Stationary plant (asphalt or concrete)	12.75
Crusher (including those with integral screening plant)	11.75
TRUCK DRIVERS:	
Single axle	8.40
Tandem axle	9.65
Semi-trailer or lowboy	10.85
Transit mix	9.65
WELDER	12.25

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (Formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION